

## ADDENDUM TO PROFESSIONAL SERVICES CONTRACT

This is an Addendum to the Professional Services Contract entered into by and between **The Office of the Attorney General** (the "State") and **IKON Office Solutions, Inc.** (the "Contractor") dated \_\_\_\_\_ (the "Contract")

### Equipment Sale

The State agrees to purchase the equipment listed below (the "Equipment"). All Equipment is currently on site in the facilities of the Office of the Attorney General. The cost of the Equipment to the State is \$36,000.00, which amount shall be due to Contractor in accordance with the terms of the Contract.

Service Center/ Section Location	Equipment Model	Serial Number
Accounting	Canon 3300	MPH55383
Administration	Canon 3300	MPH74273
Appeals	Canon 5000	MPL65485
Collections	Canon 5000	MPL65490
Consumer	Canon 5000	MPL65487
Copy Center	Canon 710 Fax	UZS23983
Copy Center	Canon 8500	MNE05048
Copy Center	Canon 8500	MPB06941
Gov. Lit	Canon 5000	MPL65491
Investigation	Canon 3300	MPH55382
Library	Canon 3300	MPH55386
MFCU Castleton	Canon 1330	MSN03661
MFCU Castleton	Canon 3300	MPH55391
MFCU Castleton	Canon 6050	NDK66999
MFCU Evansville	Canon 3300	MPH55329
MFCU Ft Wayne	Canon 2200	MPG80742
MFCU Merrillville	Canon 3300	MPH57036
Statehouse-219	Canon 3300	MPH55380
Statehouse-219	Canon 3050 Fax	UZX12035
Torts-Merrillville	Canon 1330	MNS04282

Contractor acknowledges that Contractor is not the manufacturer of the Equipment. EXCEPT AS EXPRESSLY SET FORTH IN THE ADDENDUM, IKON DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER,

INCLUDING, BUT NOT LIMITED TO, AND IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This Addendum shall take effect upon execution by the State.

All other matters previously agreed to and set forth in the Contract and not affected by this Addendum shall remain in full force and effect.

#### Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the duly authorized representative, agent, or officer of the Contractor, that he/she has not, nor has any other employee, representative, agent, or officer of the Contractor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion, or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Addendum, other than that which appears upon the face hereof.

**IN WITNESS HEREOF**, Contractor and the State of Indiana have, through their duly authorized representatives, entered into this Addendum. The parties having read and understand the foregoing do by their respective signatures dated below hereby agree to the terms thereof.

#### IKON Office Solutions, Inc:

By: James K Daugherty  
Title: AREA VICE PRESIDENT  
Date: SEPTEMBER 28, 2007

#### Indiana Office of the Attorney General

By: Gregory P. Zoeller  
Gregory P. Zoeller,  
Chief Executive Officer  
Date: 10-3-2007

#### APPROVED BY:

#### DEPARTMENT OF ADMINISTRATION

By: Carrie Henderson FOR  
Carrie Henderson,  
Commissioner  
Date: 11/1/2007

#### STATE BUDGET AGENCY

By: Christopher Ruhl  
Charles Schalliot, Christopher Ruhl  
Director  
Date: 11-9-07

#### Indiana Office of Technology

By: Gerry Weaver  
Gerry Weaver  
Chief Information Officer  
Date: 24-Oct-2007

**APPROVED AS TO FORM AND LEGALITY:**

By: Susan H. Gird FOR  
Stephen Carter,  
Attorney General of Indiana

Date: 11-14-07

## **PROFESSIONAL SERVICES CONTRACT**

**THIS CONTRACT** ("this Contract") is between the State of Indiana acting by and through the Office of the Indiana Attorney General (hereinafter the "State") and IKON Office Solutions, Inc. (hereinafter "Contractor").

**WHEREAS**, the State has conducted a request for proposals (RFP-7-2) and determined it is in its best interest to hire IKON Office Solutions, Inc. to provide facility management services; and

**WHEREAS**, Contractor has the expertise, know-how and resources to provide the services requested and has been selected by the State to provide such services;

**1. Duties of Contractor.** Contractor shall provide the duties enumerated in **Exhibit A**, hereby incorporated by reference and attached.

**2. Consideration.** Contractor will be paid the rates set forth in **Exhibit B**. Total remuneration of this Contract shall not exceed four hundred eighty thousand dollars (\$480,000.00).

**3. Term.** This Contract shall begin on July 1, 2007 and end on January 31, 2009.

**4. Access to Records.** Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this contract. Contractor shall make such materials available at its offices at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by the State or by any other authorized representative of state government. Copies thereof shall be furnished at no cost to the State if requested.

**5. Assignment; Successors.** Contractor shall not assign or subcontract the whole or any part of this contract without the State's prior written consent. Contractor may assign its right to receive payments to such third parties as Contractor may desire without the prior written consent of the State, provided that Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this contract and shall not be made to more than one party.

**6. Audits.** Contractor acknowledges that it may be required to submit to an audit of funds paid through this agreement. Any such audit shall be conducted in accordance with IC 5-11-1, and audit guidelines specified by the State.

**7. Authority to Bind Contractor.** Notwithstanding anything in the contract to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute contracts on behalf of Contractor designated above and has obtained all necessary or applicable approvals from the home office of Contractor to make this contract fully

binding upon Contractor when his/her signature is affixed and is not subject to home office acceptance hereto when accepted by the State of Indiana.

**8. Changes in Work.** Contractor shall not commence any additional work or change the scope of work until authorized in writing by the State. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

**9. Compliance with Laws.**

A. Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this contract shall be reviewed by the State and Contractor to determine whether the provisions of the contract require formal modification.

B. Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If Contractor is not familiar with these ethical requirements, Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<<http://www.in.gov/ethics/>>>>. If Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to Contractor. In addition, Contractor may be subject to penalties under Indiana Code § 4-2-6-12.

C. Contractor certifies by entering into this Contract, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, Contractor agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until Contractor is current in its payments and has submitted proof of such payment to the State.

D. Contractor warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Contractor agrees that the State may delay, withhold, or deny work under any Supplement or contractual device issued pursuant to this Agreement. If a valid dispute exists as to Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to Contractor, Contractor may request that it be allowed to continue, or receive work, without delay. Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

E. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

F. Contractor warrants that Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so is a material breach of the contract and grounds for immediate termination of the Contract and denial of further work with the State.

G. Contractor hereby affirms that it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. Contractor agrees that the State may confirm, at any time, that no liabilities exist to the State of Indiana, and, if such liabilities are discovered, that State may bar Contractor from contracting with the State in the future, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

I. As required by IC 5-22-3-7:

- (1) Contractor and any principals of Contractor certify that
  - (A) Contractor, except for de minimis and nonsystematic violations, has not violated the terms of
    - (i) IC 24-4.7 [Telephone Solicitation of Consumers],
    - (ii) IC 24-5-12 [Telephone Solicitations], or
    - (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
  - (B) Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.
- (2) Contractor and any principals of Contractor certify that an affiliate or principal of Contractor and any agent acting on behalf of Contractor or on behalf of an affiliate or principal of Contractor:
  - (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
  - (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

**10. Condition of Payment.** All services provided by Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal,

state, local laws, ordinances, rules, and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of federal, state, or local law.

**11. Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by Contractor prior to execution of this Contract, but specifically developed under this Contract, shall be considered “work for hire” and Contractor transfers any ownership claim to the State of Indiana and all such materials will be the property of the State of Indiana. Use of these materials, other than related to contract performance by Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided herein while the materials are in the possession of Contractor. Any loss or damage thereto shall be restored at Contractor’s expense. Full, immediate, and unrestricted access to the work product of Contractor during the term of this Contract shall be available to the State.

**12. Confidentiality of Data, Property Rights in Products, and Copyright Prohibition.** The State shall be solely responsible for all claims, suits, demands, liability, causes of action, damages or costs for actual or alleged infringement of any intellectual property right, including but not limited to copyright, trademark, or right of publicity, arising from the copying of materials provided by the State hereunder. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed to give Contractor any control over decisions relating to choosing the content of information copied or otherwise handled hereunder. The State warrants and represents that it violates no intellectual property rights of third-parties by having Contractor perform Services under this Contract.

**13. Confidentiality of State Information.**

Contractor understands and agrees that data, materials, and information disclosed to Contractor may contain confidential and protected information. Contractor covenants that data, material and information gathered, based upon or disclosed to Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), Contractor and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) or personal information (as defined in IC 4-1-11-3) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in

addition to any other claims and expenses for which it is liable under the terms of this contract.

#### **14. Conflict of Interest.**

A. As used in this section:

“Immediate family” means the spouse and the unemancipated children of an individual.

“Interested party,” means:

1. The individual executing this Contract;
2. An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

“Department” means the Indiana Department of Administration.

“Commission” means the State Ethics Commission.

B. The State may cancel this Contract without recourse by Contractor if any interested party is an employee of the State of Indiana.

C. The State will not exercise its right of cancellation under section B, above, if Contractor gives the State an opinion by the Commission indicating that the existence of this Contract and the employment by the State of Indiana of the interested party does not violate any statute or rule relating to ethical conduct of State employees. The State may take action, including cancellation of this Contract, consistent with an opinion of the Commission obtained under this section.

D. Contractor has an affirmative obligation under this Contract to disclose to the State when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.

**15. Debarment and Suspension.** Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor. Contractor also further certifies that it has verified the suspension and debarment status for all sub-contractors receiving funds under this Contract and is solely responsible for any paybacks and or penalties that might arise from non-compliance.

**16. Default by State.** If the State, sixty (60) days after receipt of written notice, fails to correct or cure any breach of this Contract, then Contractor may cancel and terminate this Contract and collect all monies due up to and including the date of termination.

**17. Disputes.** Should any disputes arise with respect to this Contract, Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

A. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. If the State and Contractor cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to Contractor and the State within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.

B. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

**18. Drug-Free Workplace Certification.** Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Contractor will give written notice to the State within ten (10) days after receiving actual notice that Contractor or an employee of Contractor has been convicted of a criminal drug violation occurring in Contractor's workplace.

False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, Contractor hereby further agrees that this

contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by Contractor and made a part of the contract or agreement as part of the contract documents.

Contractor certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**19. Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

**20. Funding Cancellation.** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**21. Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

**22. Indemnification.** Contractor agrees to indemnify, defend, and hold harmless the State and its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any negligent or intentional act or omission of Contractor and/or its subcontractors, if any. The State will not provide such indemnification to Contractor.

**23. Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for Contractor's employees.

**24. Information Technology Accessibility.** If Contractor provides any information technology related products or services to the State which interfaces with the State's IT equipment, Contractor shall comply with all IOT standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture

requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if Contractor fails to cure a breach of this provision within a reasonable time.

## **25. Insurance.**

A. Contractor shall secure and keep in force during the term of this Contract, the following insurance coverages, covering Contractor for any and all claims of any nature which may in any manner arise out of or result from this Contract:

- 1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of \$500,000 per person and \$1,000,000 per occurrence unless additional coverage is required by the State.
- 2) Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative, a certificate of insurance prior to the commencement of this agreement. Workers compensation coverage meeting all statutory requirements of IC 22-3-2. In addition, an "all states endorsement" covering claims occurring outside the state of Indiana if any of the services provided under this agreement involve work outside the state of Indiana.

B. Contractor's insurance coverage must meet the following additional requirements:

- 1) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of Contractor.
- 2) The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this contract shall not be limited by the insurance required in this contract.
- 3) The insurance required in this Contract, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State representative.
- 4) Failure to provide insurance as required in this Contract is a material breach of contract entitling the State to immediately terminate this Contract.

C. Contractor shall furnish a certificate of insurance and all endorsements to the undersigned State representative prior to the commencement of this Contract.

**26. Licensing Standards.** Contractor and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by Contractor pursuant to this Contract. The State shall not be required to pay Contractor for any services performed when Contractor or its employees or subcontractors are not in

compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, Contractor shall notify State immediately and the State, at its option, may immediately terminate this Contract.

**27. Merger & Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all necessary parties.

**28. Minority and Women Business Enterprise Compliance.** The Contract agrees to comply fully with the provisions of Contractor's MBE/WBE participation plan.

**29. Nondiscrimination.** Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Contractor and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Contract. Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract. Contractor's execution of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

**30. Notice to Parties.** Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:  
Tony Rogers  
Office of the Attorney General  
302 W. Washington Street, IGCS-5<sup>th</sup> Floor  
Indianapolis, IN 46204

B. Notices to Contractor shall be sent to:  
IKON Office Solutions, Inc.  
7330 Woodland Drive  
Indianapolis, IN 46278

With a copy to:  
IKON Office Solutions, Inc.  
Attn: Legal Department  
70 Valley Stream Parkway  
Malvern, PA 19355

**31. Payments.** All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.

**32. Penalties/Interest/Attorney's Fees.** The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

**33. Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

**34. Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.

**35. Taxes.** The State of Indiana is exempt from state, federal, and local taxes. The State will not be responsible for any taxes levied on Contractor as a result of this Contract.

**36. Termination for Convenience.** This Contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. Contractor shall be compensated for services herein provided but in no case shall total payment made to Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

**37. Termination for Default.** With the provision of thirty (30) days notice to Contractor, the State may terminate this Contract in whole or in part, if Contractor **fails to:**

1. Correct or cure any material breach of this Contract;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other material provisions of this Contract.

A. Contractor shall continue the work not terminated.

B. The State shall pay the contract price for completed supplies delivered and services accepted. Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause.

C.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

**38. Travel.** Expenditures made by Contractor for travel will be reimbursed by the State at the current rate paid by the State of Indiana. Travel expenses can only be reimbursed in accordance with State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

**39. Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is in writing and signed by the party claimed to have waived such right.

**40. Work Standards.** The Contractor shall execute its responsibilities by following and applying at all times in a good and workmanlike manner. Contractor will provide the personnel as listed in Exhibit B ("Personnel") to perform the Services and to perform the Services. Personnel shall at all times be the employees of Contractor, and Contractor shall be solely responsible for the supervision, daily direction and control of such Personnel. Contractor shall have the right to remove, reassign, or take any other employment-related action with respect to any of its Personnel furnished pursuant to this Contract. In the event of such removal or reassignment, Contractor will furnish a replacement. Contractor reserves the right to hire temporary employees or subcontractors, if the circumstances require, in order to perform the Services or to accommodate special requests from the State. The parties do not hereby intend to enter into a partnership or joint venture, to become agents of one another or to have their respective personnel become agents of the other, and the relationship between Contractor and the State shall at all times be that of independent contractors.

Should the State determine that any Personnel are not performing in accordance with the requirements of this Contract, The State shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency with the Personnel in question or remove such Personnel and provide a replacement. Notwithstanding, if State believes that an action of Personnel warrants immediate action by Contractor, State shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action, and Contractor shall remove such Personnel from the State's premises as soon as

possible. State may not request that Contractor remove Personnel because of race, religion, gender, age, disability, or any other legally-prohibited basis under federal, state or local law.

**41. Space, Utilities and Office Supplies.** The State will provide adequate space for operation of the mail room and copy center and Services and will provide for the preparation of the designated space in its facility for the Services, including any electrical work required for installation or operation of all equipment required under this Contract. The State will provide adequate electrical service, telephone service, custodial service, air ventilation, heating and cooling systems for the Services area and any Contractor and/or State Equipment (required for the performance of the Services as defined in Exhibit A) and will provide the access needed for equipment maintenance, repair, installation and removal. To perform the Services, the State shall provide (i) the office supplies (such as paper clips, staples, staplers, tape, etc.); and (ii) the office equipment (such as desks, shelves, telephones, file cabinets, table and chairs) that the State and Contractor mutually agree is necessary. The State will maintain the designated space for the Service area free from any unsafe conditions and will make available to Contractor personnel and subcontractors any safety equipment or materials provided by the State to State's own employees and subcontractors. Contractor agrees to cause its employees while they are present in the Service areas to comply with the State's reasonable security procedures that have been communicated to Contractor in writing. The State shall provide adequate security for equipment, supplies, and other items of value utilized by Contractor in the performance of the Services. The State shall bear all losses resulting from the theft or loss of such equipment, supplies and/or items of value, except those negligently or willfully caused by Contractor or Contractor's employees. Contractor's inability to fulfill its obligations under this Agreement because of any failure of the State to meet its obligations under this Section shall not constitute a breach of this Contract or other default by Contractor.

**42. Limitations.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES, EQUIPMENT OR GOODS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**43.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.**

### Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is Contractor, or that he/she is the properly authorized representative, agent, member or officer of Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of Contractor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

**In Witness Whereof**, Contractor and the State of Indiana have, through duly authorized representatives, entered into this Contract. The parties having read and understand the foregoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

**IKON Office Solutions, Inc.**

By: James K. Daugherty  
Printed Name: JAMES K. DAUGHERTY  
Title: AKSA Vice President  
Date: September 12, 2007

**Office of the Attorney General**

By: Gregory F. Teller  
Printed Name: Gregory F. Teller  
Title: Chief Deputy  
Date: 9/13/07

**Department of Administration**

Carrie Henderson (for)  
Carrie Henderson  
Commissioner  
Date: 10-4-07

**Office of Technology**

Gerry Weaver (for)  
Gerry Weaver  
Chief Information Officer  
Date: 10/4/07

**State Budget Agency**

Christopher Ruhl (for)  
Christopher Ruhl  
Director  
Date: 10-10-07

**Approved as to Form and Legality:**

**Office of the Attorney General**

Susan St. Gaud (for)  
Stephen Carter  
Attorney General  
Date: 10-12-07

Exhibit A

RFP-7-2  
SECTION ONE  
GENERAL INFORMATION AND REQUESTED PRODUCTS/SERVICES

1.1 INTRODUCTION

The Office of the Attorney General (OAG) requires facility management services. It is the intent of the OAG to solicit responses to this Request for Proposals (RFP) in accordance with the statement of work, proposal preparation, and specifications contained in this document.

1.2 DEFINITIONS AND ABBREVIATIONS

Following are explanations of terms and abbreviations appearing throughout this RFP. Other special terms may be used in the RFP, but they are more localized and defined where they appear, rather than in the following list.

FM	Facilities management
IAC	Indiana Administrative Code
IC	Indiana Code
Implementation	Successful installation of the requirements as specified in the contract resulting from this RFP
Installation	Delivery and physical setup of products or services requested in this RFP
MWBE	Minority and Women's Business Enterprises
Products	Tangible goods or manufactured items as specified in this RFP
Proposal	A response to this RFP
Respondent	Person or entity making a proposal
Services	Work to be performed as specified in this RFP
Vendor	Any successful Respondent selected as a result of the procurement process to deliver the products and services requested by this RFP

1.3 PURPOSE OF THE RFP

The OAG is seeking a vendor to provide facilities management services for the agency that include copy and duplication services (including copier maintenance), special projects, mail/fax/messenger services, and other requirements needed to support a major law office.

The selected respondent(s) will have demonstrated skills and experience in the following areas:

- FM experience serving major law firms or agencies;
- familiarity with required court brief formats and materials;
- activity and cost tracking for client operating units or projects; and
- modern technology tools for receiving and processing jobs.

### 1.3.1 Copy and Duplication Services

Provide copy services and equipment for the following areas and anticipated annual volumes. Respondent provides operators for the 302 W. Washington OAG office site but not for the OAG remote office sites. OAG staff shall independently operate equipment located in section areas. Daily priorities of differing volumes exist for Collection and Consumer case files. Copy services include, but are limited to, job pickup and delivery, equipment maintenance, supplies, replenishment of paper and all such other actions as to assure continued equipment operation of both Respondent and OAG-owned copiers. Additionally, copy use must be reported each month for approximately forty (40) or more cost centers. Quality checks are performed on products prior to delivery to the requestor to ensure product meet requestor's instructions. Copy services also includes routine, tabbed and hole-punched copies. Fiscal Year 2006 copy and printing information is:

<u>Section</u>	<u>Volume</u>
Consumer Protection Division	412,000
Appeals	275,000
Government Litigation	334,000
Collections Litigation	223,000
Law Library	33,000
Administration	165,000
Services Center	2,000,000 *
OAG Executive Office	81,000
Accounting	68,000
Investigations	39,000
Medicaid Fraud	49,000 **
Total Copies	3,679,000

#### \*Service Center

- The area for the service center is a limited 10 foot X 34 foot work area.
- General services include such services as on-site reprographics, onsite finishing and binding, tabbed, hole-punched copies and other requirements as may be needed. Additionally, these services also include under- and oversize paper dimensions.

\*\*Medicaid Fraud remote sites have an equipment requirement for automatic document feed, copying, scanning and printing at the following locations. Purchase and/or lease pricing should be separately identified for these remote sites requiring 2,000 copies per month.

- Angola
- Muncie
- Warsaw
- Washington
- Westville

OAG may purchase versus lease any required equipment for these locations and require maintenance services.

- All copies run by service and/or technical maintenance personnel as well as copies rerun due to operator error will be subtracted from the monthly volume usage.
- All copiers shall have network printer capability for sections to print documents in the service center and/or at section location. Coordination is required with the OAG IT section.
- Respondent must be able to provide reporting information for copying versus printing.

Respondent shall appropriately complete the Proposal Summary Sheet attached as ATTACHMENT E.

### 1.3.2 Special Projects

Respondent must have onsite capability to produce the following types of documents, displays and other products in black and white or color as specified by the requesting Deputy Attorney General or supporting staff. These projects are separately identified on billings by the functional unit, requestor, description of work and cost for cost center purposes. The supervisor of the services center coordinates with the OAG Controller prior to sending any service requests to an off-site supporting service center. Pricing, as appropriate, is included in Respondent proposals. Quality checks are performed on products prior to delivery to the requestor to ensure product meet requestor's instructions.

- Supreme Court filings
- Appellate Court filings
- Black and white or Color copies, enlargements and reductions
- E-labeling of evidence and /or court documents.
- Legal Brief formatting and copies
- Display enlargements and mounting
- Labeling of documents and files
- Letterhead and envelop production for general agency, consumer and unclaimed property units.
- Reproduction of high volume consumer and litigation files and exhibits (daily)
- Document laminating
- Document binding.
- Audio and/or Video tape duplication
- Preparation of multiple page mailings

Additionally, a requirement exists for specialized products services that the Respondent must demonstrate capability to provide either onsite or offsite, both being responsive to staff required dates. Approximately 150-200 such work orders per year exist. Examples of products required:

- Court exhibits
- Enlarged color or Black/white copies and mountings
- Video/Audio/CD reproduction
- Laminated products
- Extraordinary-sized document sets

### 1.3.3 Mail Services

This function includes handling approximately 35,000 pieces of incoming routine and accountable mail per month or 420,000 pieces per year and approximately 13,263 outgoing pieces per month or 159,156 annually. Other included items include:

- Date and time stamping all incoming mail using OAG-owned equipment.
- Pickup, sorting and delivery of incoming U.S. mail. Opening mail for selected sections.
- Receiving and delivering incoming certified and other accountable mail to designated staff, including maintaining an accountable receipt/tracking log and/or system, collecting and mailing certified mail receipt cards.
- Picking up, recording and delivering outgoing certified and other accountable mail to the designated U.S. mail location daily.
- Pickup, sorting and delivery of interdepartmental, interoffice and outgoing mail between and for 20 operating units a minimum of twice daily.
- Examining unidentified mail and routing it to the appropriate office, or obtaining assistance of OAG staff in identifying recipients to route mail to.
- Operating an OAG-owned stamp machine to mark selected outgoing mail with postage and recording costs by operating unit.

- Assisting staff in determining the optimum method of shipping legal packages.
- Serve as point of contact with express shippers selected by OAG and maintaining adequate stock of express package materials.
- Delivering outgoing mail daily to the central U.S. postal site in the government complex and/or the state mail Respondent.

#### 1.3.4 Fax Services

Respondent will use the OAG legal fax system and respondent's fax equipment to:

- Access the OAG email system and review incoming fax cover sheets to route annual estimate of 19,000 faxes to recipients and/or their designated support staff.
- Examining unidentified faxes and routing them to the appropriate staff, or seeking assistance from OAG staff to identify the office the fax should be routed to.
- As occasion may require, operate one fax machine to fax 7,000 hardcopy documents and provide the "transmission okay" completion sheets to senders within OAG.
- Maintain log of outgoing faxes transmitted on service center machines.
- Prior to delivery ensure faxes are quality checked for all pages received. Respondent contacts sender for missing pages and/or better quality content.

#### 1.3.5 Messenger Services

Daily, courier services are provided to:

- Pickup and deliver documents to courts and government offices within a 12 block radius of the primary OAG location. This equates to 25-35 deliveries per day. Twice daily runs are performed for court filings. Approximate annual number of courier runs: 2,700.
- File court documents at the courts requested (Superior Court, Circuit Court, District court, Tax Court, Prosecutor's Office, Clerk's Office, various executive offices), obtain confirmatory copies of filings and return same to the appropriate section(s).
- Deliver documents having urgency to designated addresses within the specified radius.
- Perform unscheduled urgent or RUSH deliveries.
- Messenger preplans route daily based on documents received; also ensures that documents are complete (address, requested action, etc.) prior to departure.

#### 1.3.6 Confidentiality, Security and Operational Requirements

The following requirements must be met/provided by the Respondent selected:

- Conduct background checks on employees at hire and perform additional annual background checks on all employees ; provide results to the OAG.
- Employee shall be required to report immediately any arrests/charges of a fraudulent or violent nature or criminal convictions of any kind to Respondent. Respondent to provide OAG with this information immediately. At OAG's option, employee in question shall be replaced with suitable substitute.
- Employee-signed confidentiality statements which protect the OAG.
- OAG confidentiality statements signed by Respondent employees.
- Respondent follows all established technology and office security policies and/or procedures.
- Respondent to present a breach of confidentiality plan to be utilized in the event of a security breach in compliance with IC 4-1-10, IC 4-1-11, and 10 IAC 5; provide for approval by OAG.
- Respondent to provide monthly account billing detail in electronic form that includes usage by OAG cost center.
- Respondent to provide custom reports on as-needed basis for production or work for all areas.

- Respondent staff operating the facilities management center are trained, 100% cordial and provide high quality responsive customer service.
- Services are not required on state holidays. However, OAG staff may periodically still require copy services for which Respondent will leave machines available to OAG staff for use.
- Recycled paper may be included up to and not exceeding 20% of paper requirements.
- Documents, legal briefs and other materials presented for facilities management services are the property of the Office of the Attorney General and may not be used for any other purpose.
- Respondent to provide credit for unused monthly minimum impressions/copies when under usage occurs.
- Respondent to provide an operations-services plan for OAG general staff use within 7 business days after notification of selection.
- Respondent's employees must observe agency policy regarding dress, security and other pertinent aspects. Respondent employees must wear visible security badges during duty hours.
- Respondent to provide a floor plan within 7 days of notice of selection for the service center.
- Respondent and OAG will jointly establish reportable cost centers.
- Respondent will coordinate with OAG IT staff on replacement of any equipment in which documents have been stored.
- Respondent is responsible for maintaining virus protection and must coordinate systems interface with OAG IT staff.
- At the end of the contract term or when a machine is replaced or repaired, the hard disks or other parts containing stored documents shall become the property of the OAG.

#### 1.3.7 Reporting

Respondent is required to provide monthly/quarterly/annual management reports in electronic format including usage by operating element and/or OAG cost centers for all services rendered. Reporting should also include cost savings and suggested specifications changes to reduce costs that were accepted or denied. Respondent also expected to provide ad hoc reports, as required. Immediate accessibility of reporting should include (but is not limited to):

- Tracking of inbound/outbound routine and accountable mail
- Tracking of printing and copying activity at all section copiers and service center.
- Unique piece and/or special project information
- Track of other sensitive items, as required.

#### 1.4 SCOPE OF THE RFP

This document contains the following information that may be useful to anyone wishing to submit a proposal:

SECTION ONE	A description of many factors affecting the proposal process and procedures
SECTION TWO	A description of the required format and subject content of any acceptable proposals offered in response to this document
SECTION THREE	A general discussion of the method that will be used by an evaluation team in selecting a Respondent to recommend to State officials with whom to enter contract negotiations
SECTION FOUR	A description of detailed services requirements that must be met by the selected Respondent

ATTACHMENT A	Sample contract
ATTACHMENT B	MWBE participation plan/waiver
ATTACHMENT C	Notification preference form
ATTACHMENT D	Indiana Economic Impact form
ATTACHMENT E	Proposal Summary sheet

#### 1.5 ISSUING OFFICE

In accordance with Indiana statute, the OAG has issued this RFP. The content has been prepared by the staff of the OAG. This RFP is being posted to the State of Indiana website (<http://www.in.gov/idoa/proc>). One copy of this RFP may be provided free of charge. A nominal fee will be charged for providing additional copies.

#### 1.6 DUE DATE FOR PROPOSALS AND QUESTIONS

All proposals must be received at the address below by the OAG no later than **12 p.m. Eastern Standard Time on April 20, 2007**. Each Respondent must submit one original (marked "Original") and four (4) complete copies of the proposal, including the transmittal letter and other related documentation as required in this RFP. No more than one proposal per Respondent should be submitted. Each copy of the proposal must follow the format indicated in SECTION TWO of this document. Unnecessarily elaborate brochures or other presentations, beyond that sufficient to present a complete and effective proposal, are not desired. All proposals must be addressed to:

W. A. Rogers, Controller  
Office of the Attorney General  
302 W. Washington St., IGCS-5<sup>th</sup> Fl.  
Indianapolis, IN 46204

All proposal packages must be clearly marked with the RFP number, due date, and time due. Any proposal received by the OAG after the due date and time will not be considered. Any late proposals will be returned, unopened, to the Respondent upon request. All rejected proposals not claimed within 30 days of the proposal due date will be destroyed.

The State of Indiana accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

**Caution to Respondents about shipping/mailling:** United States Postal Express and Certified Mail are both delivered to the Government Center Central Mailroom and not directly to the designated department. It is the responsibility of the Respondent to make sure that solicitation responses are received by the OAG on or before the designated time and date.

All questions regarding this RFP must be submitted in writing to the above address no later than **12 p.m. Eastern Standard Time on March 30, 2007**. Inquiries may also be submitted via fax (317-232-7979) or email [tony.rogers@atg.in.gov](mailto:tony.rogers@atg.in.gov) and must be received by the OAG by the time and date indicated above. Questions submitted after 12 p.m. will not be considered.

Following the question due date, OAG personnel will assemble a list of the compiled questions asked by all Respondents. The responses will be distributed to all Respondents. Only answers signed by the Controller or designee will be considered official and valid by the State. No negotiations, decisions, or actions shall be initiated by any Respondent as a result of any verbal discussion with any State employee.

Inquiries are not to be directed to any staff member of the OAG. Such action may disqualify Respondent from further consideration for a contract as a result of this RFP.

#### 1.7 PRE-PROPOSAL CONFERENCE

It is the decision of the OAG that a pre-proposal conference will not be held.

#### 1.8 MODIFICATION OR WITHDRAWAL OF OFFERS

Responses to this RFP may be modified or withdrawn in writing or by fax notice received prior to the exact hour and date specified for receipt of proposals. The Respondent's authorized representative may also withdraw the proposal in person, providing his or her identity is made known and he or she signs a receipt for the proposal. Proposals may not be withdrawn after the proposal due date and time has passed.

Modification to or withdrawal of a proposal received by the OAG after the exact hour and date specified for receipt of proposals will not be allowed. If it becomes necessary to revise any part of this RFP or if additional data is necessary for an exact interpretation of provisions of this RFP prior to the due date for proposals, a supplement will be posted by the OAG. If such addendum issuance is necessary, the OAG reserves the right to extend the due date and time of proposals to accommodate such interpretations or additional data requirements.

#### 1.9 PRICING

The OAG requests the pricing associated with this RFP be a firm proposal price that must remain open and in effect for a period of not less than 180 days from the proposal due date.

Respondents must provide a cost-effective sample price proposal. Respondents must submit pricing as an all-inclusive, total cost. Respondents must include all components and an estimated budget that breaks down costs for all services provided.

The OAG recognizes there are certain industry practices for service providers. However, the OAG encourages Respondents, in their responses to the RFP, to be as creative as possible regarding cost to the State, as cost efficiency for the State will be a consideration in determining whether a contract(s) will be awarded based on responses to the RFP and the selection of a service provider.

#### 1.10 DISCUSSION FORMAT

The State reserves the right to conduct discussions, either oral or written, with those Respondents determined by the State to be reasonably viable to being selected for award. If discussions are held, the State may request best and final offers. The OAG will schedule all discussions. Any information gathered through oral discussions should be confirmed in writing.

The request for best and final offers may include:

- notice that discussions are concluded;
- notice that this is the opportunity to submit written best and final offers;
- notice of the date and time for submission of the best and final offer;
- notice that if any modification is submitted, it must be received by the date and time specified or it will not be considered; and
- notice of any changes in the State's requirements.

The State reserves the right to reject any or all proposals received or to award, without discussions or clarifications, a contract on the basis of initial proposals received. Therefore, each proposal should contain the Respondent's best terms from a price and technical standpoint. The State reserves the right to reopen discussions after receipt of best and final offers if it is clearly in the State's best interest to do

so and the OAG or designee makes a written determination of that fact. If discussions are reopened, the State may issue an additional request for best and final offers from all Respondents determined by the State to be reasonably susceptible to being selected for award.

Following evaluation of the best and final offers, the State may select for negotiations the offers that are most advantageous to the State, considering price or cost and the evaluation factors in the RFP.

The State also reserves the right to conduct clarifications to resolve minor issues. If only clarifications are sought, best and final offers may not be requested. The State retains sole authority to determine whether contact with Respondents is for clarification or discussion.

#### 1.11 CONTRACT NEGOTIATIONS

After recommendation of a selected Respondent by appropriate officials of the State, contract negotiations will commence. The contract will be based primarily on the required clauses of the State as indicated in the State contract as appears in ATTACHMENT A of this document; secondly, on those required clauses by the Respondent that are acceptable to the State; and, additionally, on any desirable clauses that either party would like to incorporate into the contract. If at any time contract negotiation activities are judged to be ineffective by the OAG or designee, the OAG will cease all activities with that Respondent and begin contract negotiations with the next highest ranked Respondent. This process may continue until either both the Respondent and the State of Indiana execute a completed contract or the OAG determines that no acceptable alternative proposal exists.

#### 1.12 REFERENCE SITE VISITS

The State may request a site visit to a Respondent's working support center to aid in the evaluation of the Respondent's proposal.

#### 1.13 TYPE AND TERM OF CONTRACT

The State of Indiana intends to sign a contract with one Respondent to provide the services listed in this RFP. Split-bids will not be considered.

The planned term of this contract shall begin June 1, 2007, and end May 31, 2011.

#### 1.14 CONTRACT OBLIGATIONS

ATTACHMENT A of this document is the form of the expected contract resulting from this RFP. Although the State anticipates that any Respondent submitting a proposal will provide the major portion of the products and services as requested, subcontracting by the Respondent is acceptable in performing the requirements of this RFP. However, the Respondent must obtain the approval of the OAG before subcontracting any portion of the project's requirements. The Respondent is responsible for the performance of any obligations that may result from this RFP and shall not be relieved by the non-performance of any subRespondent. Any Respondent's proposal must identify all subRespondents and outline the contractual relationship between the Respondent and each subRespondent. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal. This RFP is subject to the MWBE Program. The requirements are explained elsewhere in the RFP.

Any subcontracts entered into by the Respondent must be in compliance with all State of Indiana statutes and be subject to the provisions thereof. For each portion of the proposed products and services to be provided by a subRespondent, the technical proposal must include the identification of the functions to be provided by the subRespondent and the subRespondent's related qualifications and experience.

The combined qualifications and experience of the Respondent and any or all subRespondents will be considered in the State's evaluation. The Respondent must furnish information to the State as to the amount of the subcontract, the qualifications of the subRespondent for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate State officials and such relationships must meet with the approval of the State.

#### 1.15 CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Indiana Public Records Act, Indiana Code section 5-14-3 *et seq.*, and, after the contract award, may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the Indiana Public Records Act must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the transmittal letter and on the outside of that envelope that confidential materials are included. The Respondent must also specify which statutory exception provision applies. The State reserves the right to make determinations of confidentiality. If the State does not agree that the information designated is confidential under one of the disclosure exceptions to the Indiana Public Records Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the Respondent. If agreement can be reached, the proposal will be considered. If agreement cannot be reached, the State will remove the proposal from consideration for award and return the proposal to the Respondent. The State will not determine prices to be confidential information.

#### 1.16 STATE OF INDIANA OBLIGATIONS

The State of Indiana accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

The State of Indiana creates no obligation, expressed or implied, by issuing this RFP or by receipt of any responses submitted pursuant hereto. The award of any contract(s) as a result of this RFP shall be at the sole discretion of the OAG. Neither this RFP nor any response (proposal) submitted hereto are to be construed as a legal offer.

#### 1.17 CONTRACT COMPONENTS

Any or all portions of this RFP and normally any or all portions of the Respondent's response will be incorporated by reference as part of the final contract. Proprietary or confidential material submitted properly (see SECTION 1.15) will not be disclosed.

#### 1.18 PROPOSAL LIFE

All proposals made in response to this RFP must remain open and in effect for a period of not less than 180 days after the due date for proposals. Any proposal accepted by the State for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by the State.

#### 1.19 TAXES

The State of Indiana is exempt from federal, state, and local taxes. The State will not be responsible for any taxes levied on the Respondent as a result of the contract resulting from this RFP.

#### 1.20 SECRETARY OF STATE REGISTRATION

In accordance with IC 5-22-16-4, before Respondent can do business with the State, the Respondent must be registered with the Indiana Secretary of State. If Respondent does not have such registration at present, the Respondent should contact:

Secretary of State of Indiana  
Corporation Division  
302 West Washington Street, E018  
Indianapolis, IN 46204  
(317) 232-6576

for the necessary application form. It is each Respondent's responsibility to register prior to the initiation of any contract discussions.

#### 1.21 EQUAL OPPORTUNITY COMMITMENT

Pursuant to Indiana Code section 4-13-16.5 and in accordance with 25 IAC 5-5-3, the OAG has determined that there is a reasonable expectation of MWBE participation in this contract. Therefore a contract goal of 5% minority business enterprise participation and 5% woman business enterprise participation has been established and all Respondents will be expected to comply with the regulation set forth in 25 IAC 5-5-3.

Compliance with these regulations will be taken into consideration during the evaluation phase of the RFP process.

#### 1.22 MINORITY & WOMEN'S BUSINESS ENTERPRISE PARTICIPATION PLAN

In accordance with 25 IAC 5-1-8, the Respondent must submit within the proposal a MWBE participation plan or make an application for waiver (ATTACHMENT B) from the contract goal. Failure to provide the MWBE participation plan or to make an application for waiver of the participation goal at the time of proposal submission may result in the disqualification and rejection of the proposal. Please note that the OAG and the Indiana Department of Administration reserve the right to verify all information included on MWBE participation plans and applications for waiver from the contract goal before making final determinations of the Respondent's responsiveness.

Additionally, the plan must show that there are racial minority owned enterprises and women owned enterprises participating in the contract. The participation can be, but is not limited to, a subRespondent or second tier participation with common suppliers such as office supplies, courier services and/or janitorial services. The Respondent submitting an offer must indicate the name of the racial and women owned firms that will participate in the award, a contact name and phone number, the service to be supplied and the specific dollar amount from this contract that will be directed toward each firm.

A Respondent can and must submit an application for a waiver if MWBE participation cannot be achieved. However, the Respondent is expected to demonstrate a good faith effort to meet the participation goal of 5% for minority participation and 5% for women owned business participation. A good faith effort consists of documenting the effort that was made to achieve the goal. The same information supplied on the plan must be supplied on a waiver. (See above paragraph) Respondents are encouraged to contact and work with the MWBE Division of the Indiana Department of Administration to design a plan to meet established goals. The MWBE Division's website address is as follows: <http://www.in.gov/idoa/mwbe/>.

By submission of the proposal, the Respondent thereby acknowledges and agrees to be bound by the regulatory processes involving the State of Indiana's MWBE Program. Questions involving the regulations governing the MWBE participation plan and the application for waiver from the contract goal should be directed to:

Minority Business and Women's Enterprise Division  
Indiana Department of Administration  
402 W. Washington St., Room W469  
Indianapolis, IN 46204  
(317) 232-3061

### 1.23 RECYCLED PRODUCTS

Each proposal should contain an explanation of what recycled materials are used and identify the recyclables offered in response to this RFP.

### 1.24 AMERICANS WITH DISABILITIES ACT

The Respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.* and 47 U.S.C. 225).

### 1.25 SUMMARY OF MILESTONES

The following timeline is only an illustration of the RFP process. The dates associated with each step are not to be considered verbatim. Due to the unpredictable nature of the evaluation period, these dates are commonly subject to change. At the conclusion of the evaluation process all Respondents will be informed of the evaluation team's findings, according to the choice of notification they selected in ATTACHMENT C.

<u>ACTIVITY</u>	<u>COMPLETION DATE</u>
Respondent inquiry period ends	March 30, 2007
Final State responses to inquiries	April 6, 2007
Proposal submission date	April 20, 2007
Proposal evaluation completed*	May 4, 2007
Notify selected Respondent	May 4, 2007
Contract negotiations begin*	May 4, 2007
Contract negotiations end*	May 11, 2007
Negotiated contract readied*	May 11, 2007
Contract signed by Respondent*	May 14, 2007
State review begins*	May 14, 2007
Receipt of State approval*	June 1, 2007

\* These dates are subject to the determination of the need for discussions. If discussions are not required, the process could reach a completion date at least four weeks earlier than the listed date for contract signature.

## SECTION TWO PROPOSAL PREPARATION INSTRUCTIONS

### 2.1 GENERAL

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is documented in this RFP. All Respondents are required to format their proposals in a manner consistent with the guidelines described below:

- Each item must be addressed in the Respondent's proposal or the proposal may be rejected;
- The transmittal letter should be in the form of a letter. The business and technical proposals must be organized under the specific section titles as listed below; and
- The State may, at its option, allow all Respondents a five-calendar-day period to correct errors or omissions to their proposals. Should this necessity arise, the State will contact each Respondent affected. Each Respondent must submit written corrections to the proposal within five calendar days of notification. The intent of this option is to allow proposals with only minor errors or omissions to be corrected. Major errors or omissions, such as the failure to include prices, will not be considered by the State as a minor error or omission and may result in disqualification of the proposal from further evaluation.

### 2.2 TRANSMITTAL LETTER

The Transmittal Letter is limited to 2 pages and must address the following topics except those specifically identified as "optional."

#### 2.2.1 Summary of Ability and Desire to Supply the Required Products and Services

The transmittal letter must briefly summarize the Respondent's ability to supply the requested products and services that meet the application requirements defined in SECTION THREE of this RFP. The letter must also contain a statement indicating the Respondent's willingness to provide the requested products and services subject to the terms and conditions set forth in the RFP including, but not limited to, the State's mandatory contract clauses. The Respondent must explicitly acknowledge understanding of the general information presented in SECTION ONE and agree with all requirements/conditions listed in SECTION ONE.

#### 2.2.2 Signature of Authorized Representative

A person authorized to commit the Respondent to its representations and who can certify that the information offered meets all general conditions including the information requested in SECTION 2.3.4, must sign the transmittal letter. Such person's authority to so act must be consistent with the information contained in SECTION 2.2.1 of this RFP. In the transmittal letter please indicate the principal contact for the proposal along with an address, telephone and fax number as well as an e-mail address.

#### 2.2.3 Respondent Notification Request

Unless otherwise indicated on ATTACHMENT C, Respondents will be notified via e-mail. All Respondents must provide an email address to receive notification.

It is the Respondent's obligation to notify the OAG of any changes in address that may have occurred since the origination of this solicitation. The OAG will not be held responsible for incorrect vendor/Respondent addresses.

#### 2.2.4 Other Information

This item is optional. Any other information the Respondent may wish to briefly summarize will be acceptable.

### 2.3 BUSINESS PROPOSAL

The Business Proposal must address the following topics except those specifically identified as "optional."

#### 2.3.1 General

This optional section of the business proposal may be used to introduce or summarize any information the Respondent deems relevant or important to the State's successful acquisition of the products and services requested in this RFP.

#### 2.3.2 Respondent Company Structure

The legal form of the Respondent's business organization, the state in which incorporated (if a corporation), the types of business ventures in which the organization is involved, and a chart of the organization are to be included in this section. If the organization includes more than one product division, the division responsible for the development and marketing of the requested products and services in the United States must be described in more detail than other components of the organization.

#### 2.3.3 Company Financial Information

This section must include the Respondent's financial statement, including an income statement and balance sheet, for each of the two most recently completed fiscal years. The financial statements must demonstrate the Respondent's financial stability. If the organization includes more than one product division, separate financial statements must be provided for the division responsible for responding to this RFP.

#### 2.3.4 Integrity of Company Structure and Financial Reporting

This section must include a statement indicating that the CEO and/or CFO has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular areas of interest to the State in considering corporate responsibility, which are mandatory, include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the firm assures board integrity, the separation of audit functions and consulting services. The State of Indiana will consider the information offered in this section to determine the responsibility of the offeror per Indiana Code section 5-22-16-1(d).

Federal law H.R. 3763, the "Sarbanes Oxley Act of 2002" is NOT directly applicable to this acquisition, however, its goals and objectives were used to develop our mandatory areas of interest.

#### 2.3.5 Facilities and Resources

The Respondent should include information with regard to the organization's resources that it deems advantageous to the successful provision of the requested products and services. This might include management capabilities and experience, technical resources, and operational resources not directly assigned to this project, but available if needed.

### 2.3.6 Required Contract Clauses

Indiana law requires the inclusion of certain language in all contracts. Also, the nature of the products and services requested in this RFP may present a need for the inclusion of certain commitments in any contract resulting from this RFP. ATTACHMENT A of this document contains a sample contract that could be similar to the one resulting from this RFP. Some clauses within the sample contract are mandatory and other clauses are desirable to the State. NOTE: Those clauses that are mandatory are as follows:

- Duties of Respondent and term of contract
- Conflict of Interest
- Drug-free workplace provision and certification
- Electronic payments
- Ethics
- Funding Cancellation
- Information Technology Enterprise Architecture Requirements
- Property Rights in Products and Copyright Prohibition
- Non-collusion and Acceptance
- Non-discrimination clause
- Telephone Privacy clause

Respondents should review these clauses in detail because a specific agreement to these clauses is required in the Transmittal Letter. If a Respondent wishes to suggest alternative wording for one or more of these mandatory clauses without changing the intent, these suggestions may, at the Respondent's option, be documented in this section of the Business Proposal. The Respondent's suggested language will be considered by the State during the contract negotiation process. The State's willingness to consider alternative language does not change the requirement that the Respondent agree in the Transmittal Letter to the acceptance of the State mandatory clauses as written.

ATTACHMENT A also includes a number of desirable clauses that the State seeks to include in any contract resulting from this RFP but which it does not consider mandatory. For each of these desirable clauses, the Respondent should either indicate that the desired clause is acceptable as worded; suggest specific alternative wording to address issues raised by the specific clause; or indicate the desired clause is unacceptable and state why. Any language required by a Respondent that is unacceptable to the State may lead to the rejection of that Respondent's proposal.

### 2.3.7 Pricing and Charges

The State requests the pricing associated with this RFP be a firm proposal price that must remain open and in effect for a period of not less than 180 days from the proposal due date as well as any extensions agreed to in the course of contract negotiations.

Respondents must provide a cost-effective sample price proposal. Respondents must submit pricing as an all-inclusive, total cost.

### 2.3.8 References

The Respondent should include a list of at least five (5) clients for whom the Respondent has provided products and services that are the same or similar to those products and services requested in this RFP. Any state government for whom the Respondent has provided these products and services should be included; also to be included should be clients with locations near Indianapolis, as site visits may be arranged. Information provided should include the name, address, and telephone

number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information. The more similar the referenced products and services are to those requested in this RFP, a greater weight may be attached to the references in the State's evaluation process.

#### 2.3.9 Registration to do Business

Selected out-of-state Respondents providing the products and/or services required by this RFP must be registered to do business within the state by the Indiana Secretary of State. This process must be concluded prior to contract negotiations with the State. It is the successful Respondent's responsibility to complete the required registration with the Secretary of State. The Respondent must indicate the status of registration, if applicable, in this section of the proposal.

If awarded the contract, the Respondent will be required to be registered, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies. The Respondent must indicate the status of registration, if applicable, in this section of the proposal.

#### 2.3.10 Authorizing Document

Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

#### 2.3.11 SubRespondents

The Respondent must list any subRespondent's name, address and state of incorporation that are proposed to be used in providing the required products and services. The subRespondent's responsibilities under the proposal, anticipated dollar amount for subcontract, the subRespondent's form of organization, and an indication from the subRespondent of a willingness to carry out these responsibilities are to be included for each subRespondent. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subRespondents qualify as a MWBE under Indiana Code section 4-13-16.5-1. See SECTION 1.22 and ATTACHMENT B for MWBE information.

#### 2.3.12 Respondent Contract Requirements

This section is optional. If the Respondent wishes to include any language other than that discussed in the Business Proposal, this language should be included in this section. For each clause included in this section, the Respondent should indicate that the clause is required by the Respondent in any contract resulting from this RFP and why it is required (if the required clause is unacceptable to the State, the Respondent's proposal may be considered unacceptable) or indicate that the clause is desired (but not required) by the Respondent in any contract resulting from this RFP.

#### 2.3.13 Experience Serving Government Agencies

This section provides Respondents a place to share any experience they have working with State/municipal/federal government agencies.

#### 2.3.14 Experience Serving Similar Clients

This section allows Respondents a place to share any experiences they have working with clients of a similar size and scope as the state of Indiana.

#### 2.3.15 Management Relationship Team

Please provide an overview of the management and customer relationship team that will be responsible for managing the Indiana relationship in the event of being awarded the State's business. Please list by position the account management team along with their expected roles. Please provide a single point of contact to address customer service issues related to the account.

#### 2.3.16 Additional Resources

The Respondent should include information with regard to the organization's resources that it deems advantageous to the successful provision of the requested products and services. This might include management capabilities and experience, technical resources, and operational resources not directly assigned to this project, but available if needed.

### 2.4 TECHNICAL PROPOSAL

The Technical Proposal must be divided into the sections as described below. Every point made in each section must be addressed in the order given. The same outline numbers must be used in the response. RFP language should not be repeated within the response. Where appropriate, supporting documentation may be referenced by a page and paragraph number. However, when this is done, the body of the technical proposal must contain a meaningful summary of the referenced material. The referenced document must be included as an appendix to the technical proposal with referenced sections clearly marked. If there are multiple references or multiple documents, these must be listed and organized for ease of use by the State.

Proposals must be responsive to and contain all of the following information:

#### 2.4.1 General Information

- Respondent's legal name, address, phone and fax numbers and year established. Provide a brief history.
- State number of staff members and the range of services offered. Include names and resumes of all individuals who would directly manage the project and the work they currently perform for the Respondent.
- Respondent will dedicate at least three (3) staff members to this project.
- Respondent demonstrates the ability to manage a selection of staff and subRespondents (if used).
- Identify any services that may be subcontracted. Identify subRespondents.

#### 2.4.2 Prior Experience

- Demonstrate the ability to provide services contained in this RFP.
- Demonstrate extensive experience in similar or relevant services.

#### 2.4.3 Financial and References

- Identify three (3) current clients and a minimum of three (3) former clients, including contact names and phone numbers.
- Describe the method of handling accounts.
- Describe the transition process when and if personnel change on the project.
- Provide Respondent's standard fee structure.

- State total billings for the last calendar year.
- Submit a letter of reference from a financial institution.

#### 2.4.4 Technology Factors

#### 2.4.5 Internet Technology

- Describe the internet technology services Respondent has available, including: online job submission (from the State and the State customers), electronic file transfer (email, ftp, and website submission), encryption, security, online job tracking, billing support, and electronic communication.

#### 2.4.6 Software Usage

- Detail what software (including versions) and operating systems the Respondent utilizes to support the needs of this RFP.
- Describe how often this type of technology is updated and what types of files Respondent is able to accept from customers.

#### 2.4.7 Electronic Creation of Forms

- Detail experience in creating print/copy on demand from existing forms. Indicate software and special features of Respondent's technology regarding forms.
- Describe how Respondent's experience in print/copy digitization can benefit the State. Detail your ability to maintain a print library.

#### 2.4.8 Disaster Recovery

- Describe Respondent's disaster (fire, equipment or electrical failure, etc.) recovery capabilities and how Respondent plans to provide products and services to the State in the event of disaster at any location. The preferred method of critical business recovery is subscription to a dedicated hot-site. This should include quarterly testing and maintenance of sufficient stock inventory.
- Describe in detail your disaster recovery plan and the annual cost for this subscription and testing.

#### 2.4.9 On Site Maintenance

- Describe Respondent's maintenance protocols in place. Include specifics on preventative solutions, maintenance staff on-site, typical repair turnaround times, etc.

### 2.5 MWBE PARTICIPATION PLAN

A properly completed and signed MWBE Participation Plan or Waiver (ATTACHMENT B) must be included as part of the proposal. Respondents must indicate the name of the racial minority and woman owned firm(s) with which it will work; the contact name and phone number at the firm(s); the service supplied by the firm(s); and the specific dollar amount from this contract that will be directed toward each firm. If the above mentioned goals (1.21) can not be achieved by directing proceeds from this contract toward racial minority and woman owned enterprises, the Respondent may demonstrate that an amount, equal to each of the above goals, of the firms overall annual proceeds (from all business) are directed to racial minority and/or woman owned enterprises. **PLEASE NOTE:** Respondents' claims for participation will be validated prior to contract award.

### 2.6 INDIANA ECONOMIC IMPACT FORM

All companies desiring to do business with state agencies must complete an "Indiana Economic Impact" Form (ATTACHMENT D). The collection and recognition of the information collected with the Indiana Economic Impact Form places a strong emphasis on the economic impact a project will

have on Indiana and its residents regardless of where a business is located. The collection of this information does not restrict any company or firm from doing business with the state.

### SECTION THREE PROPOSAL EVALUATION

#### 3.1 PROPOSAL EVALUATION PROCEDURE

The State of Indiana has selected a group of OAG staff members to act as the proposal evaluation team. This team will be responsible for evaluating proposals with regard to compliance with RFP requirements and making a final recommendation. All evaluation personnel will use the evaluation criteria stated in SECTION 3.2.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

- 3.1.1 Each proposal will be evaluated for form on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements will normally be eliminated from consideration. Respondents should note that agreement to the State's mandatory contract clauses is required in the Transmittal Letter and will be evaluated for such under the form category.
- 3.1.2 Each proposal will be evaluated on the basis of the categories included in SECTION 3.2. A point/percentage score will be established for each category.
- 3.1.3 If technical proposals are close to equal, greater weight could be given to price.
- 3.1.4 Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to the State, taking into account all of the evaluation factors, may be selected by the OAG for further action, such as contract negotiations. If, however, the OAG decides that no proposal is sufficiently advantageous to the State, the State may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the Respondent, the OAG may begin contract preparation with the next qualified Respondent or determine that no such alternate proposal exists.

#### 3.2 EVALUATION CRITERIA

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements of the RFP in a cost-effective manner. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The percentage of the total point score associated with each category is indicated following the category name.

##### 3.2.1 General Business Information (15%)

Respondent has furnished required business information, transmittal letter, authorized representative, references, MWBE form, and Indiana Economic Impact form.

##### 3.2.2 Proposal Summary (5%)

Respondent has completed the proposal summary form to the RFP.

##### 3.2.3 Financial Stability (5%)

Respondent has been in business for at least five (5) years and is financially stable. Documents required to show financial stability include audited financial statements and reference letter from a financial institution.

3.2.3 Cost proposal (35%)

Respondent costs are clearly provided/stated.

3.2.5 Management Ability (10%)

Respondent demonstrates the ability to manage a selection of staff and subRespondents (if used).

3.2.6 Experience and Expertise (10%)

Respondent demonstrates experience and expertise in FM services.

3.2.7 Understanding of Needs (10%)

Respondent demonstrates an understanding of the needs of the OAG as demonstrated in the proposal.

3.2.8 Pricing and Fee Structure (10%)

Respondent has a creative fee structure that will result in a contract that is cost-efficient for the State of Indiana.

3.2.9 Minority & Women's Business Participation Plan (Pass/Fail)

All proposals will be reviewed by members of the OAG. References may be contacted. It is possible that persons participating in the selection process will interview finalists. The Attorney General or his designee will, in the exercise of his sole discretion, determine which proposals offer the best means of servicing the interests of the State. The exercise of this discretion will be final.

3.2.10 Indiana Economic Impact Response to RFP requirements (Pass/Fail)

Exhibit B

**RFP Attachment E - Proposal Summary**

RESPONDENT: IKON Office Solutions

**I. Service Center Staffing:**

	Number	
a. Copy Employees:	1	
b. Number of Couriers:	1	
c. Mail Handler(s)	1	Total Monthly cost: \$15,248.61
d. Supervisor(s)	1	

**II. Proposed Equipment (Copiers, fax, etc):**

Service Center/ Section Location	Equipment Model	Serial Number	Monthly Lease Cost	Purchase Cost
Accounting	Canon 3300	MPH55383	\$0.00	\$0.00
Administration	Canon 3300	MPH74273	\$0.00	\$0.00
Appeals	Canon 5000	MPL65485	\$0.00	\$0.00
Collections	Canon 5000	MPL65490	\$0.00	\$0.00
Consumer	Canon 5000	MPL65487	\$0.00	\$0.00
Copy Center	Canon 710 Fax	UZS23983	\$0.00	\$0.00
Copy Center	Canon 8500	MNE05048	\$0.00	\$0.00
Copy Center	Canon 8500	MPB06941	\$0.00	\$0.00
Gov. Lit	Canon 5000	MPL65491	\$0.00	\$0.00
Investigation	Canon 3300	MPH55382	\$0.00	\$0.00
Library	Canon 3300	MPH55388	\$0.00	\$0.00
MFCU Castleton	Canon 1330	MSN03661	\$0.00	\$0.00
MFCU Castleton	Canon 3300	MPH55391	\$0.00	\$0.00
MFCU Castleton	Canon 6050	NDK86999	\$0.00	\$0.00
MFCU Evansville	Canon 3300	MPH55329	\$0.00	\$0.00
MFCU Ft Wayne	Canon 2200	MPG80742	\$0.00	\$0.00
MFCU Merrillville	Canon 3300	MPH57036	\$0.00	\$0.00
Statehouse-219	Canon 3300	MPH55380	\$0.00	\$0.00
Statehouse-219	Canon 3060 Fax	UZX12035	\$0.00	\$0.00
Torts-Merrillville	Canon 1330	MNS04282	\$0.00	\$0.00

IKON shall provide the equipment listed above under a separate transaction, at a mutually agreed upon price and terms.

**III. Proposed Copy/Printing Costs:**

a. Copy minimum per month:	\$10,000	Copies	@ .014		Total:	\$4,340
b. Copy overage per month:	\$0.14			per page.		
c. Printing per page:	\$0.14			per page.		
d. Scanning per page:	\$0			per page.		

- o *IKON Service Pricing includes all Paper, Staples, Supplies and Service Parts & Labor*
- o *All devices can be enhanced to interface directly with Document Management System (iManage).*
- o *Includes IKON TRAC Solution*

**IV. Proposed Other Costs for Providing Services: Provide line item description and monthly cost(s)**

Fax Service Pricing

Total Other Proposed monthly Costs: \$24.16 per month (does not include laser cartridges)**V. Total Proposed Monthly Cost of Services:**

Equipment.....\$0.00  
 Labor.....\$15,246.51  
 Multifunctional Service/Paper.....\$4,340.00  
 Fax Service.....\$24.16  
**Total.....\$19,610.67**